

Date..... April 13, 1984

Permit No. 84-36

TOWN OF ACTON

APPLICATION FOR PERMIT TO CONSTRUCT WITHIN A PUBLIC WAY

This application must be submitted not less than five (5) days prior to any Construction within a public way.

Notice 24 hours in advance of any construction must be given to the Town Engineer.

1. Permittee: David G. Walker, Inc. Address: 22 Aquanum Rd., Acton
2. Location of Proposed Construction: Minute Man Road, dead end part
3. Purpose of Construction: Extension of existing 6" water main
4. Length of Cut: 265'
5. Width of Cut: 3'
6. Width of Existing Pavement: 20'
7. Type of Existing Roadway Surface: asphalt Type of Curb: none
8. Type of Existing Sidewalk Surface: none Type of Shoulder: grass
9. Date of Street Opening: From April 17, 1984 To July 1, 1984

I, the undersigned, hereby declare that I have read and agree to the Town of Acton Specifications for Regulating Construction with Public Ways dated February 4, 1969. I have deposited the required bond with the Town of Acton, and I covenant and agree that the Town may deduct from this amount the cost of repairs to the road surface, curbs, shoulders, walls or other features within the right-of-way including replacing bounds if not completed by me to the satisfaction of the Town Engineer within the specified time.

Witness my hand and seal,

Signature of Applicant David G. Walker

Special Instructions:

ROY HAS THIS AS 84-36

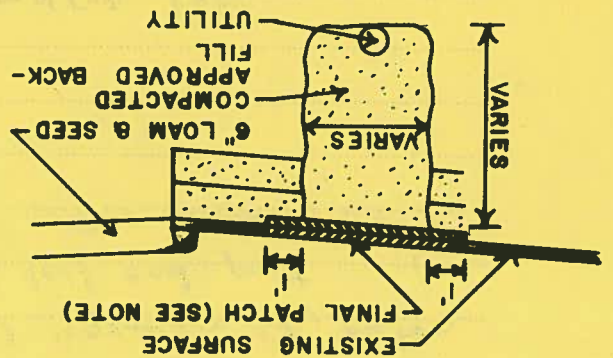
1. Backfill shall be completed by mechanical means in 1' lifts.
2. The Tree Warden, Dean Charter, shall be notified in advance for excavation within 15' of a tree over 6" in diameter.
3. Driveways shall be kept open overnight and the residents shall be adequately notified in advance of excavation.
4. All provisions of the "Acton Specifications for Regulating Construction within Public Ways" shall be complied with.

Permit Issued: Date APR. 19, 1984 By: D. A. W.

Application Denied: Date..... By:.....

Work Inspected and Approved: Date NOV. 2, 1984 By: D. A. W.

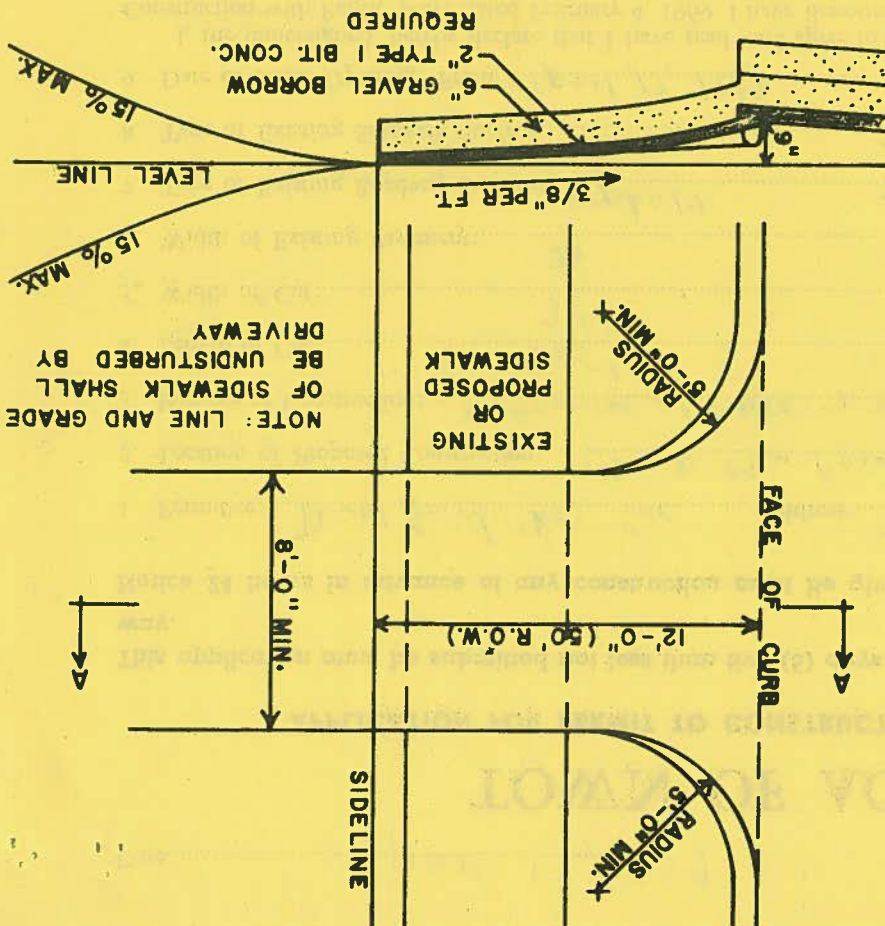
TOWN OF ACTON TYPICAL DRIVEWAY 8 TRENCH DETAIL FEB. 1969 NO SCALE



- NOTE: 1. FINAL PATCH DEPTH
2. SEE SPECIFICATIONS FOR
4" BIT. CONC. ROADS
3. OIL TREATED ROADS
FURTHER REQUIREMENTS

SKETCH

SECTION A-A



Date: April 17, 1984

FROM: Engineering Department

TO: Town Treasurer

SUBJECT: Bond-Permit to Construct Within a Public Way

Please hold the enclosed Bond in the form of:

Certified Check # 7494 Bank BayBank Trust Company

Pass Book # _____ Bank _____

Other (Specify) _____

in the amount of \$500.00 from (Applicant) David G. Walker

as security for "Permit to Construct Within a Public Way" # 84-36

located at Minuteman Road; for authority

see Section IV-A, Specifications for Regulating Construction Within

Public Ways. This bond is to be held until released in writing by

this department.

Signed: David G. Walker
Asst. Town Engineer



11/29/83

RALPH,

JOCK WILL CALL

THIS P.M. ABOUT
THIS ... RE BONDING
ETC.

J A.

2340

MINUTEMAN SI. CUT.

SCENIC ROAD

BOND (AGREE. W/H2O DISI)

WATER SUPPLY DISTRICT OF ACTON
ACTON, MASSACHUSETTS

ADVERTISEMENT FOR BIDS

Sealed Proposals for Furnishing and Installing Approximately 300 feet of Water Main will be received by the Board of Water Commissioners of the Water Supply District of Acton at the District Office located at the Harlan Tuttle Building, Mass. Avenue, Mass., until 2:00 P.M. Wednesday, Nov. 30, 1983 and at that time and place be publicly opened and read aloud.

Copies of the Specifications may be obtained at the office of Dufresne-Henry, Inc., 89 Main Street, Concord, Mass.

Each Proposal shall be accompanied by a Bid Bond, Cashier's Check, Treasurer's Check or Certified Check in the amount of 5% of the Proposal payable to the Water Supply District of Acton.

The undersigned reserves the right to waive informalities in bids, to reject any or all bids submitted and to accept the Proposal deemed for the District.

The Successful bidder must furnish a 100% Performance Bond and a 100% Payment Bond and will be required to execute the contract agreement within 10 days following notification of acceptance of his bid.

No Proposal may be withdrawn within 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

WATER SUPPLY DISTRICT OF ACTON

By its BOARD OF WATER COMMISSIONERS

Alvin R. Piper, Chairman
William P. Walsh
Leonard A. Phillips

PROPOSAL
CONTRACT FOR
FURNISHING AND INSTALLING
WATER MAIN

TO: OWNER

WATER SUPPLY DISTRICT OF ACTON

The undersigned declares that no person in the employ of the Owner is pecuniarily interested in this proposal or in the contract for the work which he proposes to do; that he has carefully examined the contract and specifications.

The undersigned proposes to furnish all the labor, equipment and materials required for carrying out the work in accordance with the accompanying specifications prepared by Dufresne-Henry, Inc., Concord, Massachusetts, for the sums specified herein, subject to additions and deductions according to the specifications, and in all respects according to the terms thereof.

It is understood that the quantities given in this proposal are approximate only and are given as a basis for comparison of the proposals. The Owner does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items.

The undersigned proposes and agrees that within five (5) days next after the day on which notice of the acceptance of this proposal shall be given to him or mailed to him at the address hereinafter given, he will sign in quintuplicate in the form of the office copy thereof, a contract furnishing the material described in said copy; and will execute and deliver to said Owner, a bond in the sum specified in said copy, conditioned to faithfully furnish and do everything required of the Contractor in said copy, with a surety company authorized to do business in Massachusetts under which the work, including everything furnished or done by, or resulting to, the undersigned in doing the work, the sums stated in the several items that follow.

The Bidder acknowledges receipt of the following addenda:

No. _____ through _____

Date: _____

Bidder agrees to perform all the necessary labor, furnish all materials and do all the work described in the specifications and shown on the Drawings, for the following unit bid prices:

SCHEDULE OF PRICES: NOTE: This Proposal shall be filled in by the Bidder with the prices written in both words and numerals and the extensions shall be made by him for those items applicable to the particular work. In case of discrepancy between words and figures, the amount shown in words will govern.

CONTRACT FOR

FURNISHING AND INSTALLING WATER MAIN WATER SUPPLY DISTRICT OF ACTON ACTON, MASSACHUSETTS

BID SCHEDULE

Item No.	Approx. Quantity	Item and Unit Prices Bid	Unit		Prices		Amount	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	330 Lin. Ft.	6" D.I. Pipe, Furnished & Installed at						
		per linear foot						
2	2 EACH	6" Gate Valves, Furnished & Installed at						
		each						
3	5 C.Y.	Exploratory trench at						
		per cubic yard						

Item No.	Approx. Quantity	Items and Unit Prices Bid	Unit Prices		Amount	
			Dollars	Cents	Dollars	Cents
4	1 EACH	Hydrant, Furnished & Installed at				
		each				

TOTAL AMOUNT OF BASE PROPOSAL BASED ON ENGINEER'S ESTIMATE OF
QUANTITIES: _____

_____ DOLLARS

AND _____ CENTS.
()

The above unit bid price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that the bid shall be valid and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of Five Percent (5%) of the Proposal is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as Liquidated Damages for the delay and additional expense to the Owner caused thereby.

The undersigned agrees to complete the work of this Contract in 30 calendar days following the date the contract is executed.

The Proposal may be accepted by the Owner at any time within thirty (30) days of the opening of bids (Saturdays, Sundays and legal holidays excluded).

In case this Proposal shall be accepted by the Owner, and the undersigned shall fail to execute the Contract and furnish satisfactory bond, within five (5) days from the date of notification of the awarding of the contract, then the Owner may, at it's option, determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check accompanying this Proposal shall be forfeited to and become the property of the Owner, or the penalty of the bid bond shall be invoked as Liquidated Damages for such failure or neglect; otherwise, such check shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS OF BIDDER _____

dated at _____ the _____ day
of _____ 19 _____.

NOTE: Give the first and last name in full, and in case of corporations, affix corporate seal, give name of President, Treasurer, and Manager and state of incorporation. If a Partnership, give full names and residential addresses.

CONTRACT

THIS AGREEMENT, made this the _____ day of _____
1983, by and between (1) the _____ acting
herein through its (2) _____ hereinafter
called "Owner" and (3) _____,
doing business as * (an individual) (a partnership) (a corporation)
located in the City of _____, County of _____,
and State of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

hereinafter called the project, for the sum of _____ dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plates, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by Dufresne-Henry, Inc., herein entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within _____ consecutive calendar days thereafter. The Contractor further agrees to pay liquidated damages; the sum of \$ _____ will be withheld for each consecutive calendar day the project completion is delayed as outlined in the Information for Bidders, and as hereinafter provided in Section 15 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 19 "Payment to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

(seal)
ATTEST:

CERTIFICATION AS TO AVAILABILITY
OF APPROPRIATION

(Owner)

BY _____

(Secretary)

(Witness)

(Contractor)

BY _____

(Address)

(City & State)

CORPORATE SEAL:

*IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing contract.



The Commonwealth of Massachusetts
Executive Office of Manpower Affairs
Department of Labor and Industries
Division of Industrial Safety
Lowell Saltonstall Building, Government Center
100 Cambridge Street, Boston, 02202

STATEMENT OF COMPLIANCE

..... 19

I,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by.....

.....on the
(Contractor, subcontractor of public body) (Building or Project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of Sections twenty-seven (27) and twenty-seven A (27A) of Chapter one hundred and forty-nine (149) of the General Laws.

Signature

Title.....

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)



OFFICE OF THE COMMISSIONER
George W. Ripley

The Commonwealth of Massachusetts
Executive Office of Labor
Department of Labor and Industries
Leverett Saltonstall Building, Government Center
100 Cambridge Street, Boston, 02202

RE: Statement of Compliance

Dear

In conjunction with the Commissioner issuing prevailing wage rates, as stated in Sections 27 and 27A Chapter 149, to a public body or public official; he will also issue a statement of compliance to be incorporated with each specification and contract. The statement of compliance is in Chapter 149 Section 27B, which states:

Each such contractor, subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body or by any authorized officer or employer of the contractor, subcontractor or public body who supervises the payment of wages.

Commissioner

George W. Ripley

George W. Ripley

The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES DIVISION OF INDUSTRIAL SAFETY

Minimum Wage Rates for Apprentices employed on Public Works. Determined as a percentage of the Pre-determined Hourly Wage Rate established by the COMMISSIONER under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 through 27-D inclusive, as amended.

All apprentices shall be registered with the Division of Apprentice Training in accordance with Mass. G.L., Chapter 21, Section M-H.

CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Asbestos Worker	50	50	60	60	70	70	80	80
Boilermaker	70	72.5	75	77.5	80	85	90	95
Bricklayer/Plasterer	50	60	70	80	90	95		
Carpenter	50	55	60	65	70	75	80	85
Electrician	50	55	60	65	70	75	80	85
Glazier	40	45	50	55	60	70	80	90
Iron Worker	60	70	75	80	85	90		
Lineman	60	65	70	75	80	85	90	
Painter	55	65	75	85	90	95		
Plumber/Pipefitter	35	40	45	50	60	60	80	80
Roofer	55	65	70	75	80	85		
Sheet Metal Worker	45	50	55	65	75	80	90	95
Sprinkler Fitter	40	45	50	60	65	70	80	85



The Commonwealth of Massachusetts
DEPARTMENT OF LABOR AND INDUSTRIES
DIVISION OF INDUSTRIAL SAFETY

11-8-83

ATHOL*

MINIMUM WAGE RATES

Revised 07/26/83

as determined by the Commissioner under the provisions of the Massachusetts
 General Laws, Chapter 149, Sections 26 to 270.

WATER MAIN INSTALLATION

PROJECT LOCAL #			TOWN ACTON			
AWARDING						
AUTHORITY BOARD OF WATER COMMISSIONERS			LOCATION MINUTEMAN RD.			
Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
Master Mechanic	06-01-83	18.06	12-01-83	18.51	06-01-84	18.86
Maint. Mechanic	06-01-83	17.08	12-01-83	17.43	06-01-84	17.78
Hoisting Engineer	06-01-83	17.48	12-01-83	17.83	06-01-84	18.18
Crane Oper.	06-01-83	17.48	12-01-83	17.83	06-01-84	18.18
Power Shovel Oper.	06-01-83	17.48	12-01-83	17.83	06-01-84	18.18
Grader Oper.	06-01-83	17.28	12-01-83	17.63	06-01-84	17.98
Bulldozer Oper.	06-01-83	17.08	12-01-83	17.43	06-01-84	17.78
Roller Oper.	06-01-83	16.71	12-01-83	17.06	06-01-84	17.44
Oth. Power Dr. Equ.	06-01-83	17.08	12-01-83	17.43	06-01-84	17.78
Compressor Oper.	06-01-83	15.18	12-01-83	15.53	06-01-84	15.88
Pumpman	06-01-83	15.18	12-01-83	15.53	06-01-84	15.88
Asst. Engineers						
-Steam-Fireman	06-01-83	17.08	12-01-83	17.43	06-01-84	17.78
-Tr. Crane-Gradall	06-01-83	17.48	12-01-83	17.83	05-01-84	18.18
-Other Equip.	06-01-83	13.13	12-01-83	13.68	06-01-84	14.03
Roofer-Comp.	07-01-82	17.50				
Roofer-Slate	07-01-82	17.50				
Damproofer	07-01-82	17.50				
Elev. Constructor	10-10-82	20.91				
Elev. Const. Helper	10-10-82	15.43				
Glazier	10-14-82	18.56	04-04-83	19.56		
Sprinkler Fitter	04-01-80	16.33	04-01-81	17.54		
Asbestos Worker	10-01-81	17.13				
Sheet Metal Worker	07-01-82	18.50	01-01-83	19.72		
Iron Worker	02-01-82	18.70	08-01-82	20.20	02-01-83	20.80
Bricklayer	12-01-82	19.85				
Cement Finisher	12-01-82	19.85				
Waterproofer	12-01-82	19.85				
Plasterer	12-01-82	19.85				
Carpenter	12-01-82	19.16				
Electrician	12-01-82	17.90	06-01-83	19.15		
Plumber	09-01-82	16.87	03-01-83	18.08		
Pipefitter	09-01-82	16.87	03-01-83	18.08		
Painter	07-01-82	17.83	01-01-83	18.18	07-01-83	19.18
S/S Painter	01-01-83	19.18	07-01-83	20.18		
Steel Painter	01-01-83	20.30	07-01-83	21.30		



The Commonwealth of Massachusetts
DEPARTMENT OF LABOR AND INDUSTRIES
DIVISION OF INDUSTRIAL SAFETY

MINIMUM WAGE RATES
LABORERS-----EAST
Revised 10/24/83

11-8-83

as determined by the Commissioner under the provisions of the Massachusetts
General Laws, Chapter 149, Sections 26 to 27D

WATER MAIN INSTALLATION

PROJECT	LOCAL	TOWN		ACTON		
AWARDING						
AUTHORITY	BOARD OF WATER COMMISSIONERS		LOCATION	MINUTEMAN RD.		
Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
LABORER	05-01-83	15.35	12-01-83	15.75	06-01-84	16.30
CARPENTER TENDER	05-01-83	15.35	12-01-83	15.75	06-01-84	16.30
CAISSON TENDER	05-01-83	15.35	12-01-83	15.75	06-01-84	16.30
ASPHALT RAKER	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
PIPELAYER	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
JACK HAMMER OPER.	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
MASON TENDER	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
PLASTER'S TENDER	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
STONE SPREADER	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
FENCE ERECTOR	05-01-83	15.60	12-01-83	16.00	06-01-84	16.55
PRE CAST FLOOR	05-01-83	15.85	12-01-83	16.25	06-01-84	16.80
AIR TRACK DRLR. OP.	05-01-83	16.30	12-01-83	16.50	06-01-84	17.05
CURB SETTER	05-01-83	16.30	12-01-83	16.50	06-01-84	17.05
BLASTER	05-01-83	16.55	12-01-83	16.75	06-01-84	17.30
MINERS	05-01-83	16.80	12-01-83	17.00	06-01-84	17.55
ASBESTOS REMOVAL	05-01-83	15.85	12-01-83	16.25	06-01-84	16.80
DECONTAMINATION						
WORK	05-01-83	15.85	12-01-83	16.25	06-01-84	16.80
TRUCK DRIVER	05-01-82	14.68	05-01-83	16.03		
OPER. 3 AXLE EQUIP.	05-01-82	14.75	05-01-83	16.10		
OPER. 4 & 5 AXLE "	05-01-82	14.87	05-01-83	16.22		
EUCLID OPERATOR	05-01-82	14.97	05-01-83	16.32		
GRAVEL & FILL						
TRUCK DRIVER	05-01-82	13.28	05-01-83	14.43		
OPER. 3 AXLE EQUIP.	05-01-82	13.35	05-01-83	14.50		
OPER. 4 & 5 AXLE	05-01-82	13.47	05-01-83	14.62		
SIGN ERECTOR	05-01-83	15.35	12-01-83	15.75	06-01-84	16.30
ASPH. DRVR.	04-01-79	9.745	04-01-80	9.9425	04-01-81	10.1425
ASPH. 1 MAN SPRAY	04-01-79	10.835	04-01-80	11.0325	04-01-81	11.2325
ASPH. HELPER	04-01-79	9.535	04-01-80	9.7325	04-01-81	9.9325
DIVER	06-12-82	25.75	12-13-82	26.57		
TENDER	06-12-82	18.95	12-13-82	19.55		
PILE DRIVER	06-01-83	20.10				
BOILER MAKER	10-01-83	21.501				
MILLWRIGHT	08-01-83	20.60	01-01-84	20.85	06-01-84	21.65
MARBLE SETTER	02-01-82	15.75	06-01-82	16.70	01-15-83	18.55
TILE SETTER	02-01-82	15.75	06-01-82	16.70	01-15-83	18.55
TERRAZZO SETTER	02-01-82	15.75	06-01-82	16.70	01-15-83	18.55

Date: November 7, 1984

FROM: Engineering Department

TO: Town Treasurer

SUBJECT: Bond - Permit to Construct Within a Public Way

Please release the bond in the form of:

Certified Check # 7494 Bank Baybank Trust Company

Pass Book # Bank

Other (Specify)

in the amount of \$500.00 to David G. Walker

which is being held as security for "Permit to Construct Within
a Public Way" # 84-36, Located at Minuteman Road,
for authority see Section II - A specification for regulation of
construction within public ways.

Work proposed under this permit has been satisfactorily completed.

Signed: David J. Albert

Mail to:
27 Agawam Rd.
Aston, MA 01720

